The Hongkong and Shanghai Banking Corporation Limited ("the Bank")

COMMERCIAL CARD PROGRAMME - CONDITIONS OF USE
(For World Corporate MasterCard/Platinum Purchasing MasterCard/Virtual Corporate MasterCard)

The following conditions of use govern the use of a Commercial Card, either in physical or electronic form, being a World Corporate MasterCard (the "Corporate Card"), a Platinum Purchasing MasterCard (the "Purchasing Card") and/or a Virtual Corporate MasterCard (the "Virtual Card") issued by The Hongkong and Shanghai Banking Corporation Limited (the "Bank") to such person (the "Cardholder") nominated under the terms of an agreement between the Bank and the Cardholder's employer (the "Employer"). Corporate Cards, Purchasing Cards and Virtual Cards are collectively referred to below as the "Cards". For the avoidance of doubt, these Conditions of Use do not create any contractual commitment on the part of the Bank, and the Bank does not accept any responsibility in connection with the use of the Card by any Cardholder or Virtual Card User (as the case may be). Capitalised terms used but not defined in these Conditions of Use are as defined in the Commercial Card – Employer's Participation Agreement.

In the case of a Virtual Card, these Conditions of Use will also apply to (i) any person (the "Virtual Card User") effecting transactions using a distinct identification number known as a virtual card number ("VCN") issued under the authority conferred by a Cardholder, (ii) any Authorised User and (iii) any Virtual Card User. For the avoidance of doubt, references to a Virtual Card User will include the Employer's travel management company. The Employer must ensure that these Conditions of Use are shared with its Virtual Card Users.

1. Use of Card

1.1 The Cardholder must take reasonable precautions to prevent fraudulent or wrongful use of the Card. The Cardholder will not permit any other person (other than a duly authorised Virtual Card User, in the case of Virtual Card) to use the Card and will at all times safeguard the Card (including the Card number and any security information) and keep it under the Cardholder's personal control. Where a physical Card is issued, the Cardholder will sign the Card immediately upon receipt.

1.2 The Cardholder must only use the Card during the validity period shown on the Card for amounts which will not cause the credit limit to be exceeded. Any physical renewal Card received must be signed immediately and kept safe until the start of the period of its validity at which time any existing Card shall be immediately destroyed by the Cardholder cutting it in half. The Card must not be used if suspended by the Bank or cancelled.

1.3 The Card is the property of the Bank. Immediately upon the Bank's request or upon termination of the Cardholder's present employment or relationship with the Employer, the Card must be returned to the Bank, or in the case of Virtual Cards, the Card Account must be cancelled and not be used for further transactions.

2. Virtual Cards

2.1 When issuing and/or using a VCN, the Cardholder, Authorised Users and/or Virtual Card User must take all reasonable precautions to prevent fraudulent use of the virtual card, including without limitation the following:

(i) issuing VCNs for authorised business expenses only with clearly defined spending limits and expiry dates;

(ii) sharing the VCN details securely via the Portal with the Employers' suppliers, including any travel management company and other service providers who deal with associated expenses;

(iii) not sharing the VCN details via unsecure methods such as email generated outside the Portal or messaging platforms to prevent fraudsters from intercepting such information;

(iv) using the Portal to set card controls, for example, Merchant Category Code (MCC) restrictions or single transaction limits, to limit transactions to specific types of merchants and reduce the risk of unauthorised or excessive spending;

(v) using the Portal to cancel cards VCNs that are no longer needed or if it is suspected that the VCN may have been compromised;

(vi) to enhance tracking and control, assigning one VCN per vendor or transaction type and where possible, setting VCNs to single use;

(vii) regularly reviewing the card transactions and virtual card statements in the Portal to identify any suspicious activity or errors; and

(viii) regularly reviewing and updating users that have access to the Portal.

2.2 If any of the following occurs, the Cardholder and/or Authorised Users must immediately cancel the relevant issued VCN:

(i) the VCN is no longer needed;

(ii) fraud is suspected;

(iii) there is an unrecognized transaction with respect to the VCN;

(iv) the security of the VCN has been compromised.

3. Billing and Accounting

3.1 The Bank will maintain a separate account in respect of each Card issued to the Employer (the "Card Account") to which the value of all purchases of goods or services and of all cash advances (in the case of Corporate Cards) effected by use of the Card ("Card Transactions") will be debited and to which the value of credit vouchers issued in respect of the Card will be credited. The Cardholder's failure to sign any sales or cash advance voucher will not relieve the Employer from liability to the Bank. In the case of Virtual Cards, transactions effected on the VCNs will be linked to the Card Account, and shall be effected under the authority conferred by the Cardholder.

3.2 The Bank will send to the Cardholder a Card statement detailing the current total amount outstanding on the Cardholder's Card Account and the date on which such amount is due for settlement in full (the "Settlement Date").

3.3 The Bank shall not be liable for any act or omission of any merchant including without limitation any merchant's refusal to honour the Card or any defect or deficiency in any goods or services provided. Any claim or dispute which the Cardholder may have against or with a merchant shall not relieve the Employer of the obligation to pay the amount incurred hereunder to the Bank without deduction. Any request by mail or telephone made by the Cardholder or Virtual Card User to a merchant for the supply of goods or services to be charged to the Card Account shall constitute authority for the merchant to issue a sales voucher for the amount to be charged and an acknowledgement that the sales voucher, if endorsed "mail order" or "telephone order" as the case may be, shall be treated as having been duly signed by the Cardholder or Virtual Card User.

3.4 The Bank will require any retailer, supplier or merchant who agrees to accept Corporate Cards, Purchasing Cards and/or Virtual Cards (as the case may be) to abide by terms and conditions specifically governing such acceptance and under such terms and conditions the retailer, supplier or merchant will be required to obtain payment for a transaction only on or after the date upon which the delivery of the relevant goods and services has been made (unless such payment represents a deposit payment). Once the payment for a transaction has been so effected by use of a Card, such payment cannot be stopped. If a retailer, supplier or merchant agrees to make a refund, the Bank will credit the relevant Card Account upon receipt of the retailer's, supplier's or merchant's written instruction. The Bank cannot be held responsible for any delay in the receipt of such instructions.

3.5 All Card Transactions effected in currencies other than Hong Kong dollars (in the case of Hong Kong dollar Cards) or US dollars (in the case of US dollar Cards) shall be debited to the relevant Card Account after conversion into Hong Kong dollars or US dollars (as the case may be) at a rate of exchange determined by reference to the exchange rate adopted by MasterCard on the date of conversion, plus an additional percentage levied by the Bank and any transaction fee(s) charged by MasterCard to the Bank, if applicable, which fees may be shared with the Bank.

3.6 The Cardholder and/or the Employer should notify the Bank's Card Centre of any transaction in any statement that was not authorised by the Cardholder within 60 days of the date of the statement. If the Cardholder and/or the Employer fails to report within the said period, the transaction(s) shown on the statement will be considered correct. Where the Cardholder and/or the Employer reports an unauthorised transaction before the relevant settlement date, the Employer shall be entitled to withhold payment of the disputed amount. The Bank shall not impose any interest or finance charges on such disputed amount while it is under investigation by the Bank, or make an adverse credit report against the relevant Card Account. If following a good faith investigation by the Bank, the investigation results (which shall be binding on the Cardholder and/or the Employer, as the case may be) show that the report made by the Cardholder and/or the Employer (as the case may be) is unfounded, the Bank reserves the right to re-impose the interest or finance charges on the disputed amount over the whole period, including the investigation period.

4. Cash Advances

(Applicable to Corporate Cards Only)

The Cardholder shall be entitled on presentation of a valid Corporate Card at selected branches of the Bank (or office of a member of MasterCard) to receive in the domestic currency of the country in which such advances are made, cash advances in such amounts as shall be specified by the Bank or such member from time to time. The Bank shall not, however, be liable for any refusal by a member of MasterCard to permit a cash advance. Where an ATM function has been incorporated in the Corporate Card, the Cardholder may use the Corporate Card to obtain cash advances (which shall be debited to the relevant Card Account) at any automated teller machine ("ATM"). Use of the ATM function shall be subject to the Bank's ATM card terms and conditions in addition to these Conditions of Use. Cash advances will be subject to a handling charge and a cash advance fee. Such fees and charges are set out in the Bank's *An easy guide to commercial tariffs*, which may be varied, amended and supplemented from time to time, and shall be debited to the relevant Card Account as at the date of the advance.

5. Credit Limits

If the Bank or the Employer assigns a credit limit to a Card Account, it should be observed by the Cardholder but (subject as provided below) it may be varied by the Bank from time to time by notice to the Cardholder and/or the Employer. The Employer may apply for a review of the assigned credit limit at any time. The Bank may at its sole discretion (but shall not be obliged to), without prior notice to the Cardholder or the Employer, increase the credit limit from time to time or permit Card Transactions to be effected in excess of the credit limit. The Employer or any Cardholder may choose to opt out of the over-the-limit facility for the relevant Card Account using the Bank's prescribed form. After the opt-out has taken effect, Card Transaction which results in the current balance exceeding the assigned credit limit of the Card Account will not be effected, whilst the Card Account may still be subject to an over-the-limit scenario under certain circumstances (including but not limited to the posting of transactions which do not require authorisation for effecting payments and transaction approved before the opt-out has taken effect yet late posted). If the relevant Card Account is not settled in full by the Settlement Date in relation to any statement, the Bank may at any time thereafter reduce the credit limit to such amount as it thinks fit without prior notice to the Cardholder or the Employer.

6. Settlement

6.1 Where the Employer requests that the Bank do so, the Bank will accept payments from Cardholders acting as the Employer's agent in settlement of amounts shown on any statement balance.

6.2 In the event that the Card Account is not settled in full on the Settlement Date, a finance charge will be levied. Such charge is calculated at the interest rate per month as specified in the Bank's *An easy guide to commercial tariffs* for the time being in force. The charge will be applied to the daily outstanding balance from the last statement date of the Card Account including all new transactions (but excluding cash advances in the case of Corporate Cards) entered into by the Cardholder or Virtual Card User since the last statement date, retrospective from the transaction date of these transactions, until the current balance is paid in full.

6.3 Without prejudice to Clause 5, if the statement balance (excluding all the fees and charges currently billed to the card statement) exceeds the credit limit for the time being assigned to the Card Account, the Bank reserves the right to charge an overlimit handling fee as set out in the Bank's *An easy guide to commercial tariffs*, as may be amended from time to time, which will be debited to the Card Account on the Statement Date.

6.4 A handling fee as set out in the Bank's *An easy guide to commercial tariffs*, as may be amended from time to time, will be charged to the Card Account for each returned cheque deposited in, or rejected direct debit to, the Card Account where the cheque or direct debit is not drawn on an account with the Bank.

6.5 Any amount owing by the Employer to the Bank hereunder shall be payable on demand and the Bank reserves the right to charge interest thereon from the date of demand at its applicable prevailing rate.

6.6 The whole of the outstanding balance on the Card Account together with the amount of any outstanding Card Transactions effected but not yet charged to the Card Account will become immediately due and payable in full to the Bank on termination of the use of the Card or on the Employer's insolvency, winding-up, bankruptcy or death (as the case may be). The Bank may employ third parties to collect any outstandings. The Employer (or its successor) shall be fully responsible for settling any outstandings on the relevant Card Account including without limitation any regular payments, whenever charged or debited to the Card Account, under arrangements which are authorised or set up prior to the date of termination of the use of the Card or the Employer's insolvency, winding up, bankruptcy or death (as the case may be) and will keep the Bank indemnified for all reasonable costs (including legal fees) and expenses reasonably incurred in recovering such outstandings. Pending such payment, the Bank will be entitled to charge finance charges at its prevailing rate(s).

7. Application of Payments

7.1 Payments and credits received by the Bank in respect of the Card Account under these Conditions of Use shall be applied by the Bank towards payment of such items and in such order as the Bank considers appropriate without prior reference to the Cardholder and/or the Employer.

7.2 The Bank may debit the Card Account(s) to make a partial or full refund of any credit balance to the Employer by any means determined by the Bank, including making transfer to any of the Employer's account held with the Bank or sending a cashier's order to the Employer's address last notified to the Bank, at any time without prior notice.

8. Liability for Transactions

8.1 Without prejudice to the Bank's rights against the Cardholder and/or Virtual Card User, the Employer will be wholly liable to the Bank for the value of all Card Transactions effected by the Cardholder or by any person using a VCN (whether voluntarily or otherwise) as well as all amounts properly debited to the Card Account, as well as all fees, interest and charges payable. This liability shall include any transactions undertaken after the cancellation of a Card or (in the case of Virtual Cards) a Card Account.

8.2 The loss or theft of any Card, (or in the case of Corporate Cards, the loss, theft or disclosure to a third party of any number used in relation to any cash advance or ATM function or facility incorporated in a Corporate Card) should be reported immediately upon discovery of loss, theft or disclosure (to the Bank's Card Centre in the Hong Kong Special Administrative Region (SAR) Tel: 2748 8288 or, if overseas, to any member of MasterCard). The Employer shall be fully liable for all cash advances effected as a result of the unauthorised use of any such PIN number. In respect of all other transactions debited to a Card Account as a result of the unauthorised use of a Card ("Non-cash Transactions") until notification of its loss, theft or disclosure has been received by the Bank or by a member of MasterCard, except in the circumstances described below, the maximum liability for Non-cash Transactions shall be the assigned credit limit of the relevant Card Account for the Employer. The Employer shall be fully liable for all Non-cash Transactions, without limit, debited to the Card Account if the Cardholder and/or the Employer has acted fraudulently or with gross negligence in using or safeguarding the Card or has knowingly (whether voluntarily or otherwise) provided the Card or let the Card be taken by a third party or has failed to make a report in accordance with this Clause as soon as reasonably practicable upon discovery of loss, theft or disclosure. Non-compliance with these Conditions of Use, or any failure to follow any measures to safeguard the Card and the PIN number in the case of Corporate Cards or with regard to the usage thereof as recommended by the Bank in any communication to the Cardholder and/or the Employer from time to time will be treated as gross negligence on the part of the Cardholder and/or the Employer. Should the Cardholder retrieve the Card after it has been reported lost or stolen, it must not be used but cut in half and forwarded to the Bank. If the Card is lost or stolen, the Cardholder shall co-operate with the Bank and the police in their effort to recover the Card.

8.3 The Bank shall be under no obligation to issue a replacement Card to the Cardholder following its loss or theft. Any replacement Card will be subject to a handling fee as set out in the Bank's *An easy guide to commercial tariffs*, and may be amended from time to time.

8.4 In the case of Virtual Cards, the Bank may treat all Card Transactions as properly authorised by the Employer and the Cardholder, even if made fraudulently. The Bank shall be under no obligation to check the authenticity of Card Transactions made using a VCN, or the authority of the person making them. Where the Bank has reason to believe that a Card Transaction purporting to be made using a VCN has not been properly authorised by the Employer or the Cardholder, or that any other breach of security has occurred in relation to the Virtual Card, the Bank reserves the right not to process, or to delay processing the Card Transaction, and the Bank will inform the Employer and/or the Cardholder as soon as is reasonably possible. The Employer agrees that it is its responsibility to set up, maintain and regularly review security arrangements concerning its use of the Virtual Card. The Employer must notify the Bank as soon as reasonably possible upon becoming aware of any actual or attempted unauthorised use of the Virtual Card. The Bank shall not be liable for any communications or arrangements between the Employer and MasterCard, or for any services provided by MasterCard.

9. Fees and Charges

9.1 The Bank's initial and/or periodical fees in respect of the Card will be debited to the relevant Card Account. No fees will be refunded in the event of a Card's cancellation. The amount of fees payable in respect of the Cards are set out in the Bank's *An easy guide to commercial tariffs*, and may be amended from time to time.

9.2 If the Bank has incurred any legal or collection fees or other expenses which are of reasonable amount for the purpose of demanding, collecting or suing, to recover any sum payable hereunder from the Cardholder and/or the Employer or for other remedies resulting from the breach or non-compliance of any terms of these Conditions of Use, the Employer will fully reimburse the Bank for all such legal fees, and any other fees and expenses incurred in that connection. Pending such repayment, the Bank will be entitled to charge finance charges at its prevailing rate(s).

9.3 The current amounts or percentages of fees, charges and interest rates referred to herein are set out in the Bank's *An easy guide to commercial tariffs* (as amended from time to time) available at all branches upon request. If particular services not specified herein are required, other fees and charges as set out in the Bank's *An easy guide to commercial tariffs* as amended from time to time may apply.

9.4 The Bank reserves the right to vary any and/or introduce new fees and charges from time to time and may notify the Cardholder and/or the Employer of any such alterations in any manner it thinks fit. The Cardholder and/or the Employer will be bound by such alterations unless the Card is returned to the Bank for cancellation before the date upon which any alteration is to have effect.

10. Personal Data

10.1 To enable the Bank to consider whether to provide the Cardholder and/or the Employer with any services, the Cardholder and/or the Employer is required to supply the Bank from time to time the Cardholder's and/or the Employer's (where applicable) personal information ("Personal Data"). Failure to do so may result in the Bank's inability to provide such services.

10.2 The Personal Data will be used for considering the Cardholder's and/or the Employer's request and subject to the Bank agreeing to provide such service, the Personal Data and all other details and all information relating to any transactions or dealings with the Bank will be used in connection with the provision of such service to the Cardholder and/or the Employer. The Bank will use, store, transfer (whether within or outside the Hong Kong Special Administrative Region (SAR)), disclose to, obtain from and/or exchange such Personal Data and such other details and information to, from or with all such persons as the Bank may consider necessary, including without limitation, any member of the HSBC Group or any service provider, for any purpose in connection with services the Bank may provide the Cardholder and/or the Employer, and/or in connection with matching for whatever purpose (whether or not with a view to taking any adverse action against the Cardholder and/or the Employer) with other personal data concerning the Cardholder and/or the Employer and/or for the purpose of promoting, improving and furthering the provision of services by the Bank/other HSBC Group members to customers generally, and/or other purposes and to such persons as may be in accordance with the Bank's general policy on disclosure of personal data as set out in Statements, Circulars, Notices or other Terms and Conditions made available by the Bank to the Cardholder and/or the Employer from time to time. Where the service provider is situated outside Hong Kong in an area where there are less stringent data protection laws, the Bank will impose on the service provider confidentiality undertakings substantially similar to the requirements of the data protection laws in Hong Kong. In any event, the Bank will remain responsible for ensuring the confidentiality of such Personal Data, details and information.

10.3 The Cardholder and/or the Employer (where applicable) has the right to request access to and correction of any of the Personal Data or to request the Personal Data not to be used for direct marketing purposes. Any request may be made in writing and addressed to the Bank's Data Protection Officer at PO Box 72677 Kowloon Central Post Office (email: dfv.enquiry@hsbc.com.hk) or such address and number as may be specified by the Bank from time to time. The Bank will comply with such requests unless the Bank may or is required to refuse to do so under the applicable laws and regulations.

11. Termination

The Employer may terminate the use of the Card at any time by written notice to the Bank, and the Cardholder and/or the Employer shall return the Card to the Bank immediately. The Bank may terminate, suspend or withdraw its Card services at any time without prior notice and without showing cause and by cancelling or not renewing the Card. On being notified that the Bank has terminated the Card, the Cardholder and/or the Employer shall return the physical Card to the Bank, and in the case of Virtual Cards, the Cardholder and Virtual Card Users must stop using the Card immediately. Any cancellation of the Card (whether at the Cardholder's request or otherwise) shall be without prejudice to the liability of the Cardholder, Virtual Card User and/or the Employer in respect of the use of the Card pending settlement of the outstanding balance on the relevant Card Account.

12. Notices

12.1 The Cardholder must notify the Bank's Card Centre promptly in writing of any changes in either the Cardholder's address and/or contact details.

12.2 Any notice given by the Bank hereunder will be deemed to have been received by the Cardholder within two days of posting to the Cardholder's address last notified to the Bank.

13. General

13.1 The utilisation of the services provided by our Credit Card Customer Service Hotline is governed by its terms and conditions which may be published by the Bank from time to time in addition to these terms and conditions.

13.2 In the course of providing services, the Bank may need to record verbal instructions received from the Cardholder and/or verbal communication between the Cardholder and the Bank in relation to such services.

13.3 The Bank reserves the right to destroy any documents relating to the relevant Card Account after microfilming/scanning the same and destroy any microfilmed/scanned record after such period of time as it considers prudent.

13.4 The Bank may from time to time introduce new products/services to be made available to the Cardholder and/or the Employer, which shall be governed by specific terms of such products/services and, in case of any conflict between these specific terms and the terms herein, the former shall prevail.

13.5 The Card shall not be used for payment of any gambling or other transaction which is illegal under any applicable laws and the Bank reserves the right to decline processing or paying any Card Transaction which it suspects to be a gambling or other transaction which is illegal. In the event that the Bank suspects, believes or otherwise has knowledge that any Card Transaction effected is for the purpose of or is otherwise related to gambling or a transaction which is illegal under any applicable or relevant laws, the Bank reserves the right to reverse or cancel that Card Transaction.

13.6 The Bank shall not be liable for any delay, failure or computer processing error in providing any of the Bank's equipment or other facilities or services to the Cardholder and/or the Employer to the extent that it is attributable to any cause beyond the Bank's reasonable control including any equipment malfunction or failure and under no circumstances shall the Bank be responsible to the Cardholder and/or the Employer or any third party for any indirect or consequential losses arising out of or in connection with such delay, failure or computer processing error. In particular, but without prejudice to the generality of the foregoing, the Bank shall incur no liability as a result of any act or omission of any third party (which is not acting as an agent of the Bank) through which any facilities or services to the Cardholder and/or the Employer may be made available provided that the Bank shall have exercised reasonable care and skill in connection with its dealings with such third party.

13.7 These Conditions of Use may, at the Bank's sole discretion, be changed from time to time upon giving the Employer and/or Cardholder prior notice by way of display in the Bank's premises or in the Card statement or by such other method as the Bank may decide. The Cardholder, the Virtual Card User and/or the Employer will be subject to such changes unless the Card is returned to the Bank for cancellation or (in the case of Virtual Cards) the Card Account is cancelled before the date upon which any changes is to have effect.

14. Governing Law

These Conditions of Use will be governed by and construed in accordance with the laws of the Hong Kong SAR.